

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ADMIIN, INC. d/b/a PARO, INC.,)
a Delaware corporation,)
)
Plaintiff,)
)
vs.) No. 1:23-cv-04430
)
LUKE KOHAN, an individual, and)
FIRMKEY SOLUTIONS, LLC,)
)
Defendants.)

Videotaped 30(b)(6) deposition of PARO, INC.,
by and through its representative MICHAEL CHEN, taken
before NADINE J. WATTS, CSR, RPR, and Notary Public,
pursuant to the Federal Rules of Civil Procedure for the
United States District Courts pertaining to the taking
of depositions, at Suite 4700, 71 South Wacker Drive, in
the City of Chicago, Cook County, Illinois, commencing
at 11:06 a.m. on the 20th day of September, A.D., 2023.

1 There were present at the taking of this
2 deposition the following counsel:

3 NEAL GERBER & EISENBERG, LLP by

4 MS. COLLETTE A. WOGHIREN

5 MR. CHAD W. MOELLER

6 2 North LaSalle Street

7 Suite 1700

8 Chicago, Illinois 60602

9 (312) 269-5990

10 cwoghiren@nge.com

11 cmoeller@nge.com

12 on behalf of the Plaintiff;

13 AKERMAN, LLP by

14 MR. THOMAS G. PASTERNAK

15 71 South Wacker Drive

16 Suite 4700

17 Chicago, Illinois

18 (312) 634-5700

19 thomas.pasternak@akerman.com

20 on behalf of the Defendants.

21 ALSO PRESENT: Mr. Luke Kohan

22 Mr. Nick Page, Veritext videographer

VIDEOTAPED 30(b)(6) DEPOSITION OF MICHAEL CHEN
TAKEN SEPTEMBER 20, 2023

EXAMINATION BY	PAGE
Mr. Thomas G. Pasternak	5

SECTIONS REQUESTED TO BE MARKED	34, 35, 47, 52, 53,
	56, 57, 58, 59, 61,
	63, 70, 77

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EXHIBITS

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DEFENDANTS' DEPOSITION EXHIBIT 1	13

Defendants' First Revised
Rule 30(b)(6) Notice of Deposition
to Admiin, Inc. d/b/a Paro, Inc.

DEFENDANTS' DEPOSITION EXHIBIT 2	28
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PARO 00028 - 00040
Non-Competition, Non-Solicitation,
Non-Disclosure and Invention Assignment
Agreement

DEFENDANTS' DEPOSITION EXHIBIT 3	42
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Plaintiff Admiin, Inc. d/b/a Paro,
Inc.'s Supplemental Objections and
Answers to Defendants Luke Kohan's
and FirmKey Solutions, LLC's
Interrogatories

1 password protection and security of any applications for
2 which trade secrets may be kept.

3 MR. PASTERNAK: Q Anything else?

4 A Not that I'm aware of.

5 MR. PASTERNAK: All right. This is probably a good
6 time to break for lunch. Go off the record.

7 THE VIDEOGRAPHER: Off the record at 12:49.

8 (Lunch recess was taken.)

9 THE VIDEOGRAPHER: Back on the record at 1:49.

10 MR. PASTERNAK: Q Afternoon, Mr. Chen.

11 A Good afternoon.

12 Q Did Mr. Kohan misappropriate Paro's trade
13 secrets?

14 A As of -- as of this hearing, I don't have any
15 factual evidence to prove that there have been
16 misappropriation of the trade secrets. Full stop.

17 Q Do you have any other type of evidence other
18 than factual?

19 A One such example, as far as just concerns and
20 misappropriation or violation of previously mentioned
21 agreements, like specifically Exhibit 2, is the
22 solicitation of Paro's customers or -- and/or clients or
23 experts.

24 And that is in the form of -- I think I recall

1 seeing a LinkedIn post where -- by which Luke Kohan
2 announced the launch of FirmKey. It makes mention of,
3 you know, being open for business I think is what
4 essentially the gist of the message was.

5 Q Does that LinkedIn post have anything to do with
6 misappropriation?

7 MS. WOGHIREN: I'm going to object to the extent
8 misappropriation is a legal term. You can answer to the
9 extent you understand.

10 THE WITNESS: I'm not sure, but I think it gives
11 Paro concern as to what the intentions are and, you
12 know, the announcement and the existence of FirmKey.

13 MR. PASTERNAK: Can you scroll up? A little more.
14 A little more. Stop.

15 What irreparable harm has Paro suffered due to
16 the alleged misappropriation?

17 MS. WOGHIREN: I'm just going to object. It calls
18 for irreparable harm, which is a legal conclusion. But
19 you can answer.

20 THE WITNESS: I think in a similar vein as my
21 previous answer, there's quite a concern about the harm
22 or damage that FirmKey and its existence and what that
23 might mean for Paro's business, what that could do as
24 far as, you know, potentially hiring or poaching Paro